

ENTERED

December 09, 2019

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

RICHARD STEPHEN ALDEN, <i>et al</i> ,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 2:18-CV-215
	§	
BLACK GOLD RENTAL TOOLS, INC.,	§	
	§	
Defendant.	§	

ORDER ADOPTING MEMORANDUM AND RECOMMENDATION

Before the Court is Magistrate Judge Jason B. Libby's Memorandum and Recommendation (D.E. 53) advising the Court to grant the parties' joint motion for approval of settlement (D.E. 51), dismiss this action with prejudice, and enter final judgment. According to Judge Libby, these actions are warranted because the parties' settlement agreement constitutes a fair and reasonable resolution over a bona fide dispute as to liability and damages with respect to the plaintiffs' FLSA claims.

The parties were provided proper notice of, and the opportunity to object to, the Magistrate Judge's Memorandum and Recommendation. FED. R. CIV. P. 72(b); 28 U.S.C. § 636(b)(1); General Order No. 2002-13. No timely objection has been filed. 29 U.S.C. § 636(b)(1); FED. R. CIV. P. 72(b)(2).¹ Where no timely objection has been filed, the district court need only determine whether the magistrate judge's memorandum and recommendation is clearly erroneous or contrary to law. *United States v. Wilson*, 864 F.2d

¹ Indeed, Plaintiffs Richard Stephen Alden and James Croop and Opt-In Plaintiffs Ismael Sanchez and Jason McCullough filed a notice waiving their right to object to the Memorandum and Recommendation and asking the Court to adopt it without modification. (D.E. 54).

1219, 1221 (5th Cir. 1989); *Bhakta-Gallier v. Tenet Healthcare Corp.*, No. 4:17-CV-3178, 2018 WL 1316741, at *1 (S.D. Tex. Mar. 13, 2018).

Having carefully reviewed the proposed findings and conclusions of the Magistrate Judge, the filings of the parties, the record, and the applicable law, the Court **ADOPTS** the Memorandum and Recommendation (D.E. 53) in its entirety. Accordingly, the parties' joint motion for approval of settlement (D.E. 51) is **GRANTED**, and the parties' stipulation of dismissal (D.E. 51) is **DEEMED EFFECTIVE**, thereby dismissing this action with prejudice. The parties are **ORDERED** to bear their own costs.

SIGNED and ORDERED this 9th day of December 2019.



DAVID S. MORALES
UNITED STATES DISTRICT JUDGE